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**Claridge Operations LLC, d/b/a Claridge Health Care Center and Healthcare, Professional, Technical, Office, Warehouse, and Mail Order Employees Union, Local 743.** Case 13–CA–243715

April 15, 2020

**DECISION AND ORDER**

BY CHAIRMAN RING AND MEMBERS KAPLAN  
AND EMANUEL

The General Counsel seeks a default judgment in this case on the ground that Claridge Operations LLC, d/b/a Claridge Health Care Center (the Respondent) has failed to file an answer to the complaint. Upon a charge filed by Healthcare, Professional, Technical, Office, Warehouse, and Mail Order Employees Union, Local 743 (the Union) on June 21, 2019, the General Counsel issued a complaint and notice of hearing on September 27, 2019. On November 13, 2019, the Regional Director for Region 13 approved a bilateral settlement agreement in which the Respondent agreed to take certain actions to remedy the unfair labor practice allegations of the complaint. Thereafter, having concluded that the Respondent failed to comply with the terms of the settlement agreement and pursuant to Section 102.15 of the Board's Rules and Regulations, the Regional Director issued and served on the Respondent on January 21, 2020, an Order revoking approval of informal settlement agreement and a complaint based on breach of affirmative provisions of settlement agreement and notice of hearing (the reissued complaint), alleging that the Respondent violated Section 8(a)(5) and (1) of the Act. The Respondent failed to file an answer.

On February 24, 2020, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On February 26, 2020, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

**Ruling on Motion for Default Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the reissued complaint affirmatively states that unless an answer was received on or before February 4, 2020, the Board may find, pursuant to a motion for default judgment, that the allegations in the reissued complaint are true. Further, the undisputed allegations in the

General Counsel's motion disclose that the Region, by letter about February 7, 2020, advised the Respondent that unless an answer was received by February 14, 2020, the Region would pursue a motion for default judgment. Nevertheless, the Respondent failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the reissued complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

At all material times, the Respondent, a corporation with an office and place of business in Lake Bluff, Illinois, herein called the Respondent's facility, has been engaged in the business of providing residential and skilled intermediate nursing care. During the 12-month period preceding the issuance of the complaint, the Respondent, derived gross revenues in excess of \$100,000 and purchased and received goods, products, and material in excess of \$5000 directly from points outside the State of Illinois.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Employer within the meaning of Section 2(13) of the Act:

Choon Chi	Owner
Scott O'Brien	Administrator

The following employees of the Respondent, the unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed by Claridge Operations, LLC d/b/a Claridge Health Care Center at its facility located at 700 Jenkisson Avenue, Lake Bluff, Illinois, 60044, which are classified as Psycho Social Aides, Certified Nurse's Aides, Nurse's Aides, Bed Makers, Laundry Aides, Ward Clerks, Cooks, Dietary Aides, Activity Aides, Receptionists and Maintenance Assistants; but excluding Office Personnel and Clerical Registered Nurses, Licensed Practical Nurses, Department Supervisors, Guards, Professional Employees and Supervisors as defined in the Act.

At all material times, the Respondent has been the designated exclusive collective-bargaining representative of

the unit and has been recognized as such by the Employer. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective May 1, 2015, through April 30, 2018.

At all materials times, based on Section 9(a) of the Act, the Respondent has been the exclusive collective-bargaining representative of the unit.

About May 17, 2019, the Union and the Respondent reached complete agreement on terms and conditions of employment of the unit to be incorporated in a collective-bargaining agreement.

Since about May 29, 2019, the Union has requested that the Respondent execute a written contract embodying the agreement.

Since about May 29, 2019, the Respondent has failed and refused to execute the agreement.

#### CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act, and affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing, since May 29, 2019, to execute the collective-bargaining agreement reached on May 17, 2019, we shall order the Respondent to execute and implement the agreement and give retroactive effect to its terms. We shall also order the Respondent to make whole the unit employees for any losses attributable to its failure to execute the 2019 agreement, as set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enf'd. 444 F.2d 502 (6th Cir. 1971), and *Kraft Plumbing & Heating*, 252 NLRB 891 (1980), enf'd. mem. 661 F.2d 940 (9th Cir. 1981), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

#### ORDER

The National Labor Relations Board orders that the Respondent, Claridge Operations, LLC, d/b/a Claridge Health Care Center, Lake Bluff, Illinois, its officers, agents, successors, and assigns, shall

#### 1. Cease and desist from

(a) Failing and refusing to execute the collective-bargaining agreement with Health Care, Professional, Technical, Office, Warehouse, and Mail Order Employees Union, Local 743, agreed to by the Respondent and the Union on May 17, 2019, and which the Union requested that the Respondent execute on May 29, 2019.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

#### 2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Execute the collective-bargaining agreement reached by the Respondent and the Union on May 17, 2019, and give it retroactive effect to May 29, 2019.

(b) Make the employees in the following unit whole for any loss of earnings and other benefits they have suffered as a result of the Respondent's failure to execute the agreement, plus daily compound interest, as set forth in the remedy section of this decision. The unit is:

All full-time and regular part-time employees employed by Claridge Operations, LLC d/b/a Claridge Health Care Center at its facility located at 700 Jenkisson Avenue, Lake Bluff, Illinois, 60044, which are classified as Psycho Social Aides, Certified Nurse's Aides, Nurse's Aides, Bed Makers, Laundry Aides, Ward Clerks, Cooks, Dietary Aides, Activity Aides, Receptionists and Maintenance Assistants; but excluding Office Personnel and Clerical Registered Nurses, Licensed Practical Nurses, Department Supervisors, Guards, Professional Employees and Supervisors as defined in the Act.

(c) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay, if any, due under the terms of this order.

(d) Within 14 days after service by the Region, post copies of the attached notice marked "Appendix" at the Respondent's facility in Lake Bluff, Illinois.<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 13, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places,

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the

United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, or if the Respondent has ceased operations at that location, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 29, 2019.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 13 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. April 15, 2020

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John F. Ring, Chairman

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Marvin E. Kaplan, Member

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William J. Emanuel, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX  
NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to execute the collective-bargaining agreement with Health Care, Professional, Technical, Office, Warehouse, and Mail Order Employees Union, Local 743, agreed to by us and the Union on May 17, 2019, and which the Union requested that we execute on May 29, 2019.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL execute the collective-bargaining agreement reached by us and the Union on May 17, 2019, and WE WILL give the agreement retroactive effect to May 29, 2019.

WE WILL make the employees in the following unit whole for any loss of earnings and other benefits they have suffered as a result of our failure to execute the agreement, plus daily compound interest. The unit is:

All full-time and regular part-time employees employed by us at our facility located at 700 Jenkisson Avenue, Lake Bluff, Illinois, 60044, which are classified as Psycho Social Aides, Certified Nurse's Aides, Nurse's Aides, Bed Makers, Laundry Aides, Ward Clerks, Cooks, Dietary Aides, Activity Aides, Receptionists and Maintenance Assistants; but excluding Office Personnel and Clerical Registered Nurses, Licensed Practical Nurses, Department Supervisors, Guards, Professional Employees and Supervisors as defined in the Act.

CLARIDGE OPERATIONS, LLC D/B/A CLARIDGE  
HEALTH CARE CENTER

The Board's decision can be found at <http://www.nlrb.gov/case/013-CA-243715> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

